

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

January 4, 2010

ORDER GRANTING CONFIDENTIAL TREATMENT  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

TerreStar Corporation

File No. 1-33546 - CF#24384

TerreStar Corporation submitted an application under Rule 24b-2 requesting confidential treatment for information it excluded from the Exhibits to a Form 10-Q filed on November 9, 2009.

Based on representations by TerreStar Corporation that this information qualifies as confidential commercial or financial information under the Freedom of Information Act, 5 U.S.C. 552(b)(4), the Division of Corporation Finance has determined not to publicly disclose it. Accordingly, excluded information from the following exhibit(s) will not be released to the public for the time period(s) specified:

Exhibit 10.1	through August 9, 2012
Exhibit 10.2	through August 9, 2012
Exhibit 10.3	through April 22, 2017
Exhibit 10.5	through September 24, 2011

→ 86 page Document

For the Commission, by the Division of Corporation Finance, pursuant to delegated authority:

Kathleen Krebs  
Special Counsel

This is a CTOrder that expires 4/22/2017

# Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "TERRESTAR 1.4 HOLDINGS  
LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF SEPTEMBER, A.D.  
2009, AT 6:13 O'CLOCK P.M. ?

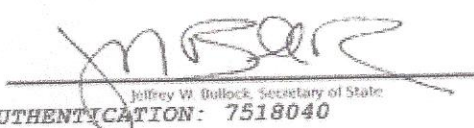
After hours ?

4729033 8100

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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7518040

DATE: 09-09-09

Jeffrey W. Bullock

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:12 PM 09/09/2009  
FILED 06:13 PM 09/09/2009  
SRV 090843499 - 4729033 FILE

**CERTIFICATE OF FORMATION**

**OF**

**TERRESTAR 1.4 HOLDINGS LLC**

This Certificate of Formation of TerreStar 1.4 Holdings LLC (the "**Company**"), dated September 9, 2009, is being duly executed and filed by Douglas Brandon, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "**Act**").

**FIRST.** The name of the limited liability company formed hereby is TerreStar 1.4 Holdings LLC.

**SECOND.** The address of the registered office of the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

**THIRD.** The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

**FOURTH.** The street address of the initial principal executive and administrative office of the Corporation is 12010 Sunset Hills Road in the City of Reston, VA, Country of United States.

**FIFTH.** The purpose of the Company is limited solely to (a) acquiring, owning, holding, selling, leasing, financing, refinancing, transferring, exchanging, operating and managing those certain 1.4 GHz band licenses currently owned by TerreStar Corporation (the "**Spectrum Licenses**") and certain intellectual property interests related to the Spectrum Licenses; (b) to enter into and perform any agreement, instrument or document relating to the activities set forth in clause (a) above; (c) to provide for the management and administration of the activities of the Company; and (d) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the Act that, in either case, are incidental to and necessary, suitable or convenient for the accomplishment of the purposes described in clauses (a) through (c) above. The Company exists only for the purposes specified in this Article Fifth.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Douglas Brandon  
Douglas Brandon  
Authorized Person

TERRESTAR 1.4 HOLDINGS LLC (the "Company"), dated September 9, 2009, is being duly executed and filed by Douglas Brandon, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "Act"). The address of the registered office of the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.



**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
TERRESTAR 1.4 HOLDINGS LLC**

This Limited Liability Company Agreement, dated as of September 17, 2009 (together with the schedules attached hereto, this "Agreement") of TerreStar 1.4 Holdings LLC, a Delaware limited liability company (the "Company"), is entered into by TerreStar Holdings Inc. (the "Member"). Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The certificate of formation for the Company was filed on September 9, 2009, with the Secretary of State of the State of Delaware (the "Certificate of Formation").

Pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the "Act"), the Company hereby declares the following to be the Limited Liability Company Agreement of such limited liability company:

Section 1. Name.

The name of the limited liability company is TerreStar 1.4 Holdings LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at 12010 Sunset Hills Road, Reston, Virginia, 20190, or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

Section 5. Member.

(a) The mailing address of the Member is set forth on Schedule B attached hereto.

(b) Subject to Section 9(j), the Member can act by written consent.

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(c) Upon the occurrence of any event that causes the Member to cease to be a member of the Company (except as provided in Section 21), the person or persons acting as Independent Manager(s) shall, without any action of any Person other than (to the extent required) the prior consent of the FCC (as defined in the Lease Agreement), and simultaneously with the Member ceasing to be a member of the Company, or (if later) upon the prior consent (to the extent required) of the FCC, be admitted to the Company as the Special Member(s) and shall continue the Company without dissolution. Until such time as a substitute Member has been admitted to the Company, no Special Member shall have any right to resign from the Company. No Special Member shall have any right to assign or transfer its rights as Special Member. No Special Member shall have any interest in the profits, losses and capital of the Company and shall not have any right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, no Special Member shall be required to make any capital contribution to the Company or shall receive a limited liability company interest in the Company. Except as expressly provided in this Agreement, no Special Member may bind the Company. In order to implement the admission of the Special Members, the person or persons acting as Independent Manager(s) shall execute a counterpart to this agreement upon being appointed Independent Manager(s).

Section 6. Certificates.

Douglas Brandon is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and pursuant to the terms hereof, the Member hereby is designated as the "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Limited Activities and Purposes. The nature of the business activities or purposes to be conducted or promoted by the Company is limited solely to the following:

- (a) to purchase, accept contribution of, or otherwise acquire, all of Parent's right, title and interest in the FCC Licenses (as defined in the Lease Agreement);



- (b) to enter into, perform under, and comply with the Lease Agreement;
- (c) to enter into and perform any agreement, instrument or document relating to the activities set forth in clause (a) and (b) above;
- (d) to enter into any agreement providing for the management and administration of the activities of the Company; and
- (e) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the Limited Liability Company Act of the State of Delaware that, in either case, are incidental to and necessary, suitable or convenient for the accomplishment of the purposes described in clause (a) and (b) above.

Section 8. Powers.

(a) Subject to the terms of this Agreement, the Company, and the Board of Managers and the Officers of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

(b) The Company and any Manager or Officer on behalf of the Company, are hereby authorized to enter into, execute, deliver and perform the Lease Agreement and any other agreement or instrument related thereto or contemplated thereby, notwithstanding any other provision of this Agreement, the Act or other applicable law, rule or regulation, and without any further act, vote or approval of any Person. The foregoing authorization shall not be deemed a restriction on the power of any Manager or Officer to enter into other agreements on behalf of the Company.

Section 9. Management.

(a) Board of Managers. Subject to the terms of this Agreement, the business and affairs of the Company shall be managed by or under the direction of a Board of one or more Managers elected, appointed or designated by the Member. Subject to the terms of this Agreement, the Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Managers, and subject in all cases to the terms of this Agreement and subject to the requirement that at all times the Board of Managers shall include at least one Independent Manager. The initial number of Managers shall be three, at least one of which shall be an Independent Manager pursuant to the terms of this Agreement. Each Manager elected, designated or appointed by the Member shall hold office until a

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successor is elected and qualified or until such Manager's earlier death, resignation, expulsion or removal. A Manager need not be a Member. The names of the persons designated as the initial Managers by the Member are listed on Schedule C attached hereto.

(b) Powers. Subject to the terms of this Agreement, the Board of Managers shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Section 7 and Section 9(j), the Board of Managers has the authority to bind the Company.

(c) Meetings of the Board of Managers. The Board of Managers of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Manager by telephone, facsimile, mail, e-mail, telegram or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any one or more of the Managers.

(d) Quorum: Acts of the Board. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement including, without limitation, Section 9(j), the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

(e) Electronic Communications. The Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.



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(f) Committees of Managers.

- (i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managers of the Company. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.
- (ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.
- (iii) Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(g) Compensation of Managers: Expenses. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managers. Unless otherwise restricted by law and subject to Section 10, any Manager or the entire Board of Managers may be removed or expelled, with or without cause, at any time by the Member and, subject to Section 10, any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Managers as Agents. To the extent of their powers set forth in this Agreement and subject to the terms of this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement, a Manager may not bind the Company.



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(j) Limitations on the Company's Activities.

- (i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose entity."
- (ii) The Member or the Special Member, if any, shall not, so long as any Obligation is outstanding or the Lease Agreement is in effect amend, alter, change or repeal the definition of "Independent Manager" or Sections 5(c), 7, 8, 9(a), 9(j), 10, 24(c), or 30 or Schedule A of this Agreement without the unanimous written consent of the Board (including the Independent Manager(s)). Subject to this Section 9(j), the Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 31.
- (iii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, any Special Member, the Board or any Officer, neither the Member nor any Special Member nor the Board nor any Officer shall be authorized or empowered, nor shall they permit the Company, to take any Material Action without the prior unanimous written consent of each of (i) the Member and (ii) all of the Managers of the Board (including the Independent Manager(s)); provided, however, that the Board may not vote on, or authorize the taking of, any Material Action, unless there is at least one Independent Manager then serving in such capacity.
- (iv) The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.
- (v) So long as any Obligation is outstanding or the Lease Agreement is in effect, the Board shall not cause or permit the Company to:
  - (A) guarantee any obligation of any Person, including any Affiliate;
  - (B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 7, the Lease Agreement or this Section 9(j);
  - (C) incur, create or assume any indebtedness;

- (D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person;
- (E) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of the Lease Agreement; or
- (F) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

(k) The Member shall hold office until the earliest to occur of its dissolution or other inability to act in such capacity, or any event that causes the Member to cease to be a member of the Company (except as provided in Section 21 and Section 22).

#### Section 10. Independent Manager.

As long as any Obligation is outstanding or the Lease Agreement remains in effect, the Member shall cause the Company at all times to have at least one Independent Manager who will be appointed by the Member. To the fullest extent permitted by Section 18-1101(c) of the Act, any Independent Manager(s) shall consider only the interests of Lessee in acting or otherwise voting on the matters referred to in Section 9(j)(iii). No resignation or removal of an Independent Manager, and no appointment of a successor Independent Manager, shall be effective until the successor Independent Manager (i) shall have accepted his or her appointment by a written instrument and (ii) shall have executed a counterpart to this Agreement as required by Section 5(c). All right, power and authority of the Independent Manager(s) shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. In exercising his or her rights and performing his duties under this Agreement, any Independent Manager shall have no fiduciary duty whatsoever, including any duty of loyalty or care, to the Company and the Member. No Independent Manager shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

#### Section 11. Officers.

(a) Officers. The Officers of the Company shall be chosen by the Board and shall consist of at least a President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person. The Board shall choose a President, a Secretary and a Treasurer. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and